

SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release (the "Agreement") is made and entered into by and between Erica Lewis ("Lewis"), and the Housing Authority of the County of Los Angeles, the Community Development Commission for the County of Los Angeles, and Carlos Jackson (collectively, "HACOLA"). These parties to this Agreement are hereinafter sometimes collectively referred to as the "Parties."

RECITALS

This Agreement is made with reference to the following facts and occurrences:

- A. A pending lawsuit between the Parties involves a petition for CCP §1094.5 Writ of Mandate challenging HACOLA's termination of Ms. Ennis' and Ms. Lewis' Section 8 Rental Assistance Vouchers, a petition for CCP §1085 Writ of Mandamus challenging HACOLA's pattern and practice for home inspections and informal hearings, and three causes of action alleging violations of civil rights, the U.S. Housing Act, due process and seeking declaratory and injunctive relief. The lawsuit is entitled *Shalon Ennis and Erica Lewis v. Housing Authority of the County of Los Angeles, and Carlos Jackson* (Los Angeles Superior Court ("LASC") Case No. BS098739) (the "Action").
- B. The First and Second Causes of Action sought individual Writs of Mandate under CCP §1094.5 and were heard in LASC Department 85. The Third, Fourth, Fifth and Sixth Causes of Action were later assigned to LASC Department 48.
- C. On October 19, 2006, the Court in LASC Department 85 heard the Parties' arguments on the §1094.5 Writs of Mandate Causes of Action. On October 19, 2006 the Court entered a minute order granting Ms. Lewis's §1094.5 Writ of Mandate and ordered HACOLA to set aside its January 27, 2005 decision terminating Lewis' Section 8 rental assistance. The Court denied Ms. Ennis' §1094.5 Writ of Mandate. The Court remanded the matter to HACOLA for proceedings consistent with the Court's decision. The Court assigned the remaining Causes of Action to Department One for ultimate assignment to LASC Department 48.
- D. The Parties have conducted discovery on the Third, Fourth, Fifth and Sixth Causes of Action and have entered into several Stipulations and Protective Orders.

E. As no final judgment has been entered in this Action, the time for HACOLA to file an appeal from the Order Granting the Writ of Mandate on October 19, 2006, in favor of Lewis has not yet expired.

F. The Parties, in good faith, now deem it in their best interests and advantage to settle the claims between them, and to provide for releases in accordance with the terms, covenants and conditions of this Agreement as hereinafter set forth.

NOW, THEREFORE, in consideration of the Recitals set forth above, and the covenants and promises set forth herein, the Parties agree as follows:

1. In exchange for the payment of \$49,999.99, Lewis agrees to release all individual claims she has or may have against HACOLA as alleged in the Action, and therefore agrees to the following release. The Settlement tender will be made payable to "Hadsell, Stormer, Keeny, Richardson & Renick Client Trust Account."

2. Lewis shall file a dismissal, with prejudice, of the Third, Fourth, Fifth and Sixth Causes of the Action against HACOLA in the Action within five (5) business days of payment.

3. Following the filing of said dismissal, the Parties shall cooperate and request the Court to enter judgment in favor of Lewis and against HACOLA as to the Second Cause of Action for Writ of Mandate as set forth in the Court's order of October 19, 2006. Lewis agrees she will not seek attorneys' fees or costs as the successful party.

4. HACOLA agrees not to file an appeal of the judgment entered in this Action granting the Petition for Writ of Mandate. HACOLA further agrees that it shall not file post-trial motions relating to said judgment.

5. HACOLA agrees that, in accord with the Court's ruling, HACOLA has reinstated Lewis' Section 8 rental assistance voucher.

6. Lewis' dismissal will not affect the right of any other person or entity to file an action challenging the policies or practices alleged in this action.

7. The parties will stipulate to vacate the order imposing sanctions on Neighborhood Legal Services of Los Angeles County (NLS) and will jointly ask the court to sign an order effecting that stipulation. If the court will not sign that order or

otherwise vacate the sanctions order, NLS shall retain all rights to appeal the order imposing sanctions on NLS.

8. Each party will bear its own costs and attorneys' fees, including any attorneys' fees or costs pursuant to 42 U.S.C. §1988.

9. As a condition precedent, this settlement must be approved by the Los Angeles County Board of Supervisors.

10. Release. Except with respect to the obligations, warranties, and representations created by this Agreement, Lewis hereby fully and forever releases and discharges HACOLA, including HACOLA's current and former employees, partners, insurers, sureties, agents, representatives, attorneys, officers, directors, members of governing boards, shareholders, successors, assigns, and parent, subsidiary and affiliated companies (hereafter "Representatives and Successors") from any and all rights, claims, demands, damages, actions, causes of action, costs, expenses, and suits at law or in equity, of whatever kind or nature, whether based in tort, contract, or any other theory of recovery, known or unknown, past or present, anticipated or not anticipated, suspected or not suspected, fixed or contingent, which Lewis ever had, now has, or may have in the future, arising from, or in any way related to:

a. any and all claims, causes of action, or events alleged or described in the Action; or

b. any event, cause or matter which is in whole, or in part the subject of the Action.

11. Lewis recognizes that she may have some claim, demand, or cause of action relating to or arising from the facts on which the Action is based of which she is totally unaware and unsuspecting, which she hereby intends to relinquish. In furtherance of this intent, Lewis expressly waives all rights and benefits conferred upon her by the provisions of Section 1542 of the Civil Code of the State of California, which provides as follows:

"A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR."

12. At all times material hereto, the Parties have had the opportunity to consult with legal counsel of their own choosing concerning their rights with respect to the form and content of this Agreement, and the advisability of executing same. The Parties acknowledge that they have read this Agreement, and each is fully aware of, and understands its terms, and the legal consequences thereof, and is voluntarily and freely executing this Agreement.

13. The Parties acknowledge that they have not heretofore assigned or transferred, or purported to assign or transfer to any person any released matter, or any part or portion thereof. The Parties also agree that, if contrary to the foregoing representation, there has been such assignment or transfer, the Party who has made this misrepresentation shall indemnify, defend and hold harmless the other from and against any rights, actions, claims, causes of action, and demands of whatever nature or description, in law or in equity, whether now known or unknown, suspected or unsuspected, based on, in connection with, or arising out of any such undisclosed assignment or transfer.

14. This Agreement contains the entire and final agreement and understanding concerning the subject matter hereof between the Parties. It supersedes and replaces all prior negotiations, and all prior proposed agreements and agreements, written and oral.

15. The Parties acknowledge that no Party, nor their respective agents or attorneys, has made any promise, representation or warranty whatsoever, express or implied, not contained herein concerning the subject matter hereof. The Parties also acknowledge that the Parties have not executed this Agreement in reliance on any promise, representation or warranty not contained herein.

16. The Parties hereto cannot alter or modify this Agreement, except by an instrument in writing executed by each and all of them.

17. Each of the signatories hereto warrants and represents she, he, or it is competent and authorized to enter into this Agreement on behalf of the Party for whom she, he, or it purports to sign, and has the authority by executing this Agreement to bind the Party to the terms and conditions herein.

18. The Parties acknowledge and agree that each of them, as to each other, will bear their own costs, expenses, and attorneys' fees arising out of, or connected with the negotiation, drafting and execution of this Agreement, and this Action.

19. This Agreement is the product of negotiation of the Parties hereto and their respective attorneys. Therefore, the Parties expressly acknowledge and agree that this Agreement shall not be deemed prepared or drafted by one Party or the other, or its attorneys, and will be construed accordingly.

20. This Agreement shall be interpreted in accordance with, and governed in all respects by, the laws of the State of California.

21. This Agreement shall be binding upon, and inure to the benefit of the Parties hereto, and their respective heirs, executors, administrators, trustors, trustees, beneficiaries, members, predecessors, successors, assigns, partners, partnerships, parents, subsidiaries, affiliated and related entities, officers, directors, principals, agents, servants, employees, representatives and all other persons, firms, associations, and/or corporations connected with them, including without limitation, their insurers, sureties and attorneys.

22. If any terms, rights, provisions or duties of this Agreement are deemed void or unenforceable, the remaining terms, rights, provisions and duties shall be unimpaired and shall remain valid and enforceable.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the dates set forth below.

MAY
DATED: June 30, 2008

Erica Lewis



DATED: June __, 2008

Housing Authority of the County of Los Angeles

By: _____

Name: _____

Its: _____

DATED: June __, 2008

Community Development Commission for
the County of Los Angeles

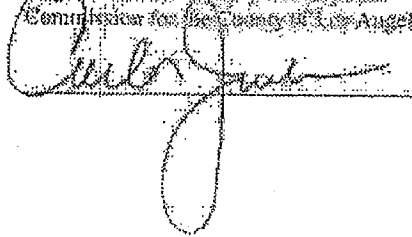
By: 

Name: _____

Its: _____

DATED: June __, 2008

Carlos Jackson, Executive Director
Housing Authority of County of Los
Angeles and Community Development
Commission for the County of Los Angeles



SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release (the "Agreement") is made and entered into by and between Shalon Ennis ("Ennis"), and the Housing Authority of the County of Los Angeles, the Community Development Commission for the County of Los Angeles, and Carlos Jackson (collectively, "HACOLA"). These parties to this Agreement are hereinafter sometimes collectively referred to as the "Parties."

RECITALS

This Agreement is made with reference to the following facts and occurrences:

A. A pending lawsuit between the Parties involves a petition for CCP §1094.5 Writ of Mandate challenging HACOLA's termination of Ennis' and Erica Lewis' Section 8 Rental Assistance Vouchers, a petition for CCP §1085 Writ of Mandamus challenging HACOLA's pattern and practice for home inspections and informal hearings, and three causes of action alleging violations of civil rights, the U.S. Housing Act, due process and seeking declaratory and injunctive relief. The lawsuit is entitled *Shalon Ennis and Erica Lewis v. Housing Authority of the County of Los Angeles, and Carlos Jackson* (Los Angeles Superior Court ("LASC") Case No. BS098739) (the "Action").

B. The First and Second Causes of Action sought individual Writs of Mandate under CCP §1094.5 and were heard in LASC Department 85. The Third, Fourth, Fifth and Sixth Causes of Action were later assigned to LASC Department 48.

C. On October 19, 2006, the Court in LASC Department 85 heard the Parties' arguments on the §1094.5 Writs of Mandate Causes of Action. On October 19, 2006 the Court entered a minute order granting Ms. Lewis' §1094.5 Writ of Mandate and denying

Ms. Ennis' §1094.5 Writ of Mandate. The Court assigned the remaining Causes of Action to Department One for ultimate assignment to LASC Department 48.

D. The Parties have conducted discovery on the Third, Fourth, Fifth and Sixth Causes of Action and have entered into several Stipulations and Protective Orders.

E. The Parties, in good faith, now deem it in their best interests and advantage to settle the claims between them, and to provide for releases in accordance with the terms, covenants and conditions of this Agreement as hereinafter set forth.

NOW, THEREFORE, in consideration of the Recitals set forth above, and the covenants and promises set forth herein, the Parties agree as follows:

1. In exchange for the payment of \$15,000, Ennis agrees to release all individual claims she has or may have against HACOLA as alleged in the Action, and therefore agrees to the following release. The Settlement tender will be made payable to "Hadsell, Stormer, Keeny, Richardson & Renick Client Trust Account."

2. Ennis will file a dismissal, with prejudice, of the Third, Fourth, Fifth and Sixth causes of action within five business days of payment. Ennis' dismissal will not affect the right of any other person or entity to file an action challenging the policies or practices alleged in this action.

3. The parties will stipulate to vacate the order imposing sanctions on Neighborhood Legal Services of Los Angeles County (NLS) and will jointly ask the court to sign an order effecting that stipulation. If the court will not sign that order or otherwise vacate the sanctions order, NLS shall retain all rights to appeal the order imposing sanctions on NLS.

4. Each party will bear its own costs and attorneys' fees, including any attorneys' fees or costs pursuant to 42 U.S.C. §1988.

5. As a condition precedent, this settlement must be approved by the Los Angeles County Board of Supervisors.

6. Release. Except with respect to the obligations, warranties, and representations created by this Agreement, Ennis hereby fully and forever releases and discharges HACOLA, including HACOLA's current and former employees, partners, insurers, sureties, agents, representatives, attorneys, officers, directors, members of governing boards, shareholders, successors, assigns, and parent, subsidiary and affiliated companies (hereafter "Representatives and Successors") from any and all rights, claims, demands, damages, actions, causes of action, costs, expenses, and suits at law or in equity, of whatever kind or nature, whether based in tort, contract, or any other theory of recovery, known or unknown, past or present, anticipated or not anticipated, suspected or not suspected, fixed or contingent, which Ennis ever had, now has, or may have in the future, arising from, or in any way related to:

- a. any and all claims, causes of action, or events alleged or described in the Action; or
- b. any event, cause or matter which is in whole, or in part the subject of the Action.

7. Ennis recognizes that she may have some claim, demand, or cause of action relating to or arising from the facts on which the Action is based of which she is totally unaware and unsuspecting, which she hereby intends to relinquish. In furtherance of this intent, Ennis expressly waives all rights and benefits conferred upon her by the provisions of Section 1542 of the Civil Code of the State of California, which provides as follows:

"A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR."

9. At all times material hereto, the Parties have had the opportunity to consult with legal counsel of their own choosing concerning their rights with respect to the form and content of this Agreement, and the advisability of executing same. The Parties acknowledge that they have read this Agreement, and each is fully aware of, and understands its terms, and the legal consequences thereof, and is voluntarily and freely executing this Agreement.

10. The Parties acknowledge that they have not heretofore assigned or transferred, or purported to assign or transfer to any person any released matter, or any part or portion thereof. The Parties also agree that, if contrary to the foregoing representation, there has been such assignment or transfer, the Party who has made this misrepresentation shall indemnify, defend and hold harmless the other from and against any rights, actions, claims, causes of action, and demands of whatever nature or description, in law or in equity, whether now known or unknown, suspected or unsuspected, based on, in connection with, or arising out of any such undisclosed assignment or transfer.

11. This Agreement contains the entire and final agreement and understanding concerning the subject matter hereof between the Parties. It supersedes and replaces all prior negotiations, and all prior proposed agreements and agreements, written and oral.

12. The Parties acknowledge that no Party, nor their respective agents or attorneys, has made any promise, representation or warranty whatsoever, express or implied, not contained herein concerning the subject matter hereof. The Parties also

acknowledge that the Parties have not executed this Agreement in reliance on any promise, representation or warranty not contained herein.

13. The Parties hereto cannot alter or modify this Agreement, except by an instrument in writing executed by each and all of them.

14. Each of the signatories hereto warrants and represents she, he, or it is competent and authorized to enter into this Agreement on behalf of the Party for whom she, he, or it purports to sign, and has the authority by executing this Agreement to bind the Party to the terms and conditions herein.

15. The Parties acknowledge and agree that each of them, as to each other, will bear their own costs, expenses, and attorneys' fees arising out of, or connected with the negotiation, drafting and execution of this Agreement, and this Action.

16. This Agreement is the product of negotiation of the Parties hereto and their respective attorneys. Therefore, the Parties expressly acknowledge and agree that this Agreement shall not be deemed prepared or drafted by one Party or the other, or its attorneys, and will be construed accordingly.

17. This Agreement shall be interpreted in accordance with, and governed in all respects by, the laws of the State of California.

18. This Agreement shall be binding upon, and inure to the benefit of the Parties hereto, and their respective heirs, executors, administrators, trustors, trustees, beneficiaries, members, predecessors, successors, assigns, partners, partnerships, parents, subsidiaries, affiliated and related entities, officers, directors, principals, agents, servants, employees, representatives and all other persons, firms, associations, and/or corporations connected with them, including without limitation, their insurers, sureties and attorneys.

19. If any terms, rights, provisions or duties of this Agreement are deemed void or unenforceable, the remaining terms, rights, provisions and duties shall be unimpaired and shall remain valid and enforceable.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the dates set forth below.

DATED: ^{MAY} June 30, 2008

Shalon Ennis

Shalon Ennis

DATED: ^{MAY} June 30, 2008

Housing Authority of the County of Los Angeles

By: _____

Name: _____

Its: _____

DATED: June ___, 2008

Community Development Commission for
the County of Los Angeles

By: _____

Name: _____

Its: _____

DATED: June ___, 2008

Carlos Jackson, Executive Director
Housing Authority of County of Los
Angeles and Community Development
Commission for the County of Los Angeles

DATED: June __, 2008

Community Development Commission for
the County of Los Angeles

By: 

Name: _____

Its: _____

DATED: June __, 2008

Carlos Jackson, Executive Director
Housing Authority of County of Los
Angeles and Community Development
Commission for the County of Los Angeles

